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Attorneys for VIAD CORP, Individually
 and as Alleged Successor-in-Interest
 to Griscom-Russell Company

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

SHIRLEY CRONIN, as Wrongful Death Heir, and as Successor-in-Interest to)	Federal Case No. CV 08 3274 MMC
RAYMOND C. CRONIN, SR., Deceased;)	
and RAYMOND C. CRONIN, JR.,)	
ROBERT CRONIN, as Legal Heirs of)	ANSWER OF VIAD CORP TO
RAYMOND C. CRONIN, SR., Deceased,)	COMPLAINT FOR SURVIVAL
ESTELA CARCALLAS, as Wrongful Death Heir, and as Successor-in-Interest to)	WRONGFUL DEATH-ASBESTOS
FABIAN CARCALLAS, Deceased; and)	
FABIAN CARCALLAS III, OLIVER)	DEMAND FOR JURY TRIAL
CARCALLAS, as Legal Heirs of FABIAN)	
CARCALLAS, Deceased, PEGGY HOTT,)	
Wrongful Death Heir, and as Successor-in-)	
Interest to VIRGIL HOTT, Deceased,)	
)	
Plaintiffs,)	
)	
vs.)	
)	
TODD SHIPYARDS CORPORATION,)	
GENERAL DYNAMICS CORPORATION,)	
VIAD CORP., and HAYLEY HOTT,)	
)	
Defendants.)	

In accordance with the Federal Rules of Civil Procedure, defendant Viad Corp, individually and as alleged successor-in-interest to the Griscom-Russell Company (hereinafter "defendant" and/or "VIAD") hereby answers the complaint filed by plaintiffs

1 SHIRLEY CRONIN, as Wrongful Death Heir, and as Successor-in-Interest to RAYMOND
2 C. CRONIN, SR., Deceased; and RAYMOND C. CRONIN, JR., and ROBERT CRONIN,
3 as Legal Heirs of RAYMOND C. CRONIN, SR., Deceased as follows:

4 **ANSWER TO COMPLAINT**

5 1. Responding to paragraph number one of the complaint, defendant is without
6 sufficient knowledge or information to form a belief as to the truth of the allegations
7 contained in said paragraph, and on that basis, denies each and every allegation contained
8 therein.

9 2. Responding to paragraph number two of the complaint, defendant is without
10 sufficient knowledge or information to form a belief as to the truth of the allegations
11 contained in said paragraph, and on that basis, denies each and every allegation contained
12 therein.

13 3. Responding to paragraph number three of the complaint, defendant is without
14 sufficient knowledge or information to form a belief as to the truth of the allegations
15 contained in said paragraph, and on that basis, denies each and every allegation contained
16 therein.

17 4. Responding to paragraph number four of the complaint, defendant is without
18 sufficient knowledge or information to form a belief as to the truth of the allegations
19 contained in said paragraph, and on that basis, denies each and every allegation contained
20 therein.

21 5. Responding to paragraph number five of the complaint, and Exhibit A therein
22 referred to and attached to the complaint, defendant is without sufficient knowledge or
23 information to form a belief as to the truth of the allegations contained in said paragraph,
24 and on that basis, denies each and every allegation contained therein.

25 6. Responding to paragraph number six of the complaint, defendant is without
26 sufficient knowledge or information to form a belief as to the truth of the allegations
27 contained in said paragraph, and on that basis, denies each and every allegation contained
28 therein.

1 7. Responding to paragraph number seven of the complaint, defendant is
2 without sufficient knowledge or information to form a belief as to the truth of the allegations
3 contained in said paragraph, and on that basis, denies each and every allegation contained
4 therein.

5 8. Responding to paragraph number eight of the complaint, defendant is without
6 sufficient knowledge or information to form a belief as to the truth of the allegations
7 contained in said paragraph, and on that basis, denies each and every allegation contained
8 therein.

9 9. Responding to paragraph numbers nine and ten of the complaint, defendant
10 admits that Viad is based out of Arizona, but otherwise is without sufficient knowledge or
11 information to form a belief as to the truth of the allegations contained in the remainder of
12 said paragraphs, and on that basis, denies each and every allegation contained therein.

13 10. Responding to paragraph number eleven and twelve of the complaint,
14 defendant is without sufficient knowledge or information to form a belief as to the truth of
15 the allegations contained in said paragraphs, and on that basis, denies each and every
16 allegation contained therein; and further, defendant denies that it is the legal successor to all
17 of the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
18 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
19 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
20 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
21 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
22 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
23 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
24 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
25 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
26 EXCHANGE DIVISION, and GRISCOM RUSSELL. Further, while defendant admits as to
27 the existence of the alleged alternate entities, defendant specifically denies, that it is liable
28 (and/or otherwise owed/breached any duty) for any alleged tortious conduct, as regards to

1 allegations that it (and other alleged successor and/or alternate entities) researched, studied,
2 manufactured, fabricated, designed, modified, labeled, assembled, distributed, leased,
3 bought, offered for sale, supplied, sold, inspected, tested, authorized, approved, certified,
4 facilitated, promoted, represented, endorsed servicing, installed, contracted for installation,
5 repaired, marketed, warranted, re-branded, manufactured for others, packaged, specified,
6 required, mandated, or otherwise directed and/or facilitated the use of, or advertised a
7 certain product, namely asbestos and/or other products containing asbestos. Defendant
8 further denies liability for any tortious conduct of each alleged alternate entity, successor,
9 successor-in-business, successor-in-product line or portion thereof, assign, predecessor, in
10 product line or portion thereof, parent, holding company, affiliate, venturer, co-venturer,
11 subsidiary, whole or partial owner, or wholly or partially owned entity, or entity that was a
12 member of, or funded, that researched, studied, manufactured, fabricated, designed,
13 modified, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold,
14 inspected, serviced, installed, contracted for installation, repaired, marketed, warranted,
15 re-branded, manufactured for others and advertised a certain product, namely asbestos, and
16 other products containing asbestos.

17 11. Responding to paragraph number thirteen of the complaint, defendant denies
18 each and every allegation contained therein, and to the extent this paragraph again
19 incorporates reference to alleged "ALTERNATE ENTITIES", defendant denies that it is the
20 legal successor to all of the liabilities of alleged alternate entities of Viad Corp: ARMOUR
21 AND COMPANY, ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND
22 CORPORATION, G. ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111
23 CORPORATION, BALDWIN LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS,
24 LIMA-HAMILTON CORPORATION, LIMA LOCOMOTIVE WORKS,
25 BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN LIMA-HAMILTON
26 CORPORATION, BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY,
27 THE DIAL CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER,
28 INC., ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM

1 HEAT EXCHANGE DIVISION, and GRISCOM RUSSELL. Defendant denies that it
2 and/or its alleged successor entities, singularly and jointly negligently, and carelessly
3 researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or
4 failed to abate, warned or failed to warn of the health hazards, labeled, assembled,
5 distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, authorized,
6 approved, certified, facilitated, promoted, installed, represented, endorsed, contracted for
7 installation of, repaired, marketed, warranted, rebranded, manufactured for others, packaged
8 and advertised, a certain product, namely asbestos, and other products containing asbestos,
9 in that said products caused personal injuries to users, consumers, workers, bystanders, and
10 others, including the decedents herein (collectively referred to as exposed persons) while
11 being used in a manner that was reasonably foreseeable, thereby rendering said products
12 hazardous, unsafe, dangerous for use by exposed persons.

13 12. Responding to paragraph number fourteen of the complaint, defendant denies
14 each and every allegation contained therein, including allegations that there was breach of
15 due care, and to the extent this paragraph again incorporates reference to alleged
16 "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of the
17 liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
18 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
19 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
20 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
21 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
22 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
23 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
24 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
25 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
26 EXCHANGE DIVISION, and GRISCOM RUSSELL.

27 13. Responding to paragraph number fifteen of the complaint, defendant denies
28 each and every allegation contained therein, including allegations implying that defendants,

1 their alternate entities knew or should have known that the alleged asbestos and alleged
2 asbestos containing products would be transported as alleged, and would break, crumble, or
3 otherwise become damaged during alleged transport, and that such products would be
4 utilized as alleged, causing exposure as alleged therein. Denies each and every remaining
5 allegation contained in paragraph fifteen, and to the extent these paragraphs again
6 incorporate reference to alleged "ALTERNATE ENTITIES", defendant denies that it is the
7 legal successor to all of the liabilities of alleged alternate entities of Viad Corp: ARMOUR
8 AND COMPANY, ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND
9 CORPORATION, G. ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111
10 CORPORATION, BALDWIN LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS,
11 LIMA-HAMILTON CORPORATION, LIMA LOCOMOTIVE WORKS,
12 BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN LIMA-HAMILTON
13 CORPORATION, BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY,
14 THE DIAL CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER,
15 INC., ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM
16 HEAT EXCHANGE DIVISION, and GRISCOM RUSSELL.

17 14. Responding to paragraph number sixteen of the complaint, and Exhibit A
18 referred to therein, and attached to the complaint, defendant is without sufficient knowledge
19 or information to form a belief as to the truth of the allegations contained in said paragraphs,
20 and on that basis, denies each and every allegation contained therein, including allegations
21 concerning decedent's alleged handling/exposure and alleged reasonably foreseeable use.
22 Denies each and every remaining allegation contained in paragraph sixteen, and to the
23 extent these paragraphs again incorporate reference to alleged "ALTERNATE ENTITIES",
24 defendant denies that it is the legal successor to all of the liabilities of alleged alternate
25 entities of Viad Corp: ARMOUR AND COMPANY, ARMOUR & CO., ARMOUR &
26 COMPANY, THE GREYHOUND CORPORATION, G. ARMOUR ARIZONA
27 COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN LOCOMOTIVES,
28 BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON CORPORATION, LIMA

1 LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN
2 LIMA-HAMILTON CORPORATION, BALDWIN-LESSING-HAMILTON, THE
3 MIDVALE COMPANY, THE DIAL CORPORATION, THE NEW DIAL
4 CORPORATION, ALSTOM POWER, INC., ECOLAIRE HEAT TRANSFER, INC. HEAT
5 EXCHANGE DIVISION, ALSTOM HEAT EXCHANGE DIVISION and GRISCOM
6 RUSSELL.

7 15. Responding to paragraph number seventeen of the complaint, and Exhibit A
8 referred to therein, and attached to the complaint, defendant is without sufficient knowledge
9 or information to form a belief as to the truth of the allegations contained in said paragraphs,
10 and on that basis, denies each and every allegation contained therein, including allegations
11 concerning any causal connection between decedent's alleged asbestos exposure and alleged
12 injury/damage/loss/harm. Denies each and every remaining allegation contained in
13 paragraph seventeen, and to the extent these paragraphs again incorporate reference to
14 alleged "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of
15 the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
16 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
17 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
18 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
19 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
20 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
21 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
22 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
23 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
24 EXCHANGE DIVISION, and GRISCOM RUSSELL.

25 16. Responding to paragraph number eighteen of the complaint, defendant is
26 without sufficient knowledge or information to form a belief as to the truth of the allegations
27 contained in said paragraph, and on that basis, denies each and every allegation contained
28 therein.

1 17. Responding to paragraph number nineteen of the complaint, Defendant is
2 without sufficient knowledge or information to form a belief as to the truth of the allegations
3 contained therein, and on that basis, denies each and every allegation contained therein.

4 18. Responding to paragraph number twenty of the complaint, defendant denies
5 any causal connection between decedent allegedly incurring liability for
6 physicians/surgeons/nurses/medicine/hospices/x-rays/ and other medical treatment, and is
7 otherwise without sufficient knowledge or information to form a belief as to the truth of the
8 allegations contained in said paragraph, and on that basis, denies each and every allegation
9 contained therein. To the extent these paragraphs again incorporate reference to alleged
10 "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of the
11 liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
12 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
13 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
14 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
15 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
16 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
17 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
18 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
19 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
20 EXCHANGE DIVISION, and GRISCOM RUSSELL.

21 19. Responding to paragraph number twenty-one of the complaint, defendant denies
22 any causal connection between its conduct and decedent's alleged asbestos exposure,
23 defendant is without sufficient knowledge or information to form a belief as to the truth of
24 the allegations contained in said paragraph, and on that basis, denies each and every
25 allegation contained therein. To the extent these paragraphs again incorporate reference to
26 alleged "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of
27 the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
28 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.

1 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
2 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
3 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
4 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
5 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
6 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
7 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
8 EXCHANGE DIVISION, and GRISCOM RUSSELL.

9 20. Responding to paragraph number twenty-two of the complaint, defendant denies
10 any causal connection between its conduct and decedent's alleged asbestos exposure, and
11 defendant is without sufficient knowledge or information to form a belief as to the truth of
12 the allegations contained in said paragraph, and on that basis, denies each and every
13 allegation contained therein. To the extent these paragraphs again incorporate reference to
14 alleged "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of
15 the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
16 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
17 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
18 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
19 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
20 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
21 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
22 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
23 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
24 EXCHANGE DIVISION, and GRISCOM RUSSELL.

25 21. Responding to paragraph number twenty-three of the complaint, defendant
26 denies any causal connection between its conduct and decedent's alleged asbestos exposure,
27 and is otherwise without sufficient knowledge or information to form a belief as to the truth
28 of the allegations contained in said paragraph, and on that basis, denies each and every

1 allegation contained therein. To the extent these paragraphs again incorporate reference to
2 alleged "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of
3 the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
4 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
5 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
6 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
7 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
8 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
9 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
10 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
11 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
12 EXCHANGE DIVISION and GRISCOM RUSSELL.

13 22. Responding to paragraph number twenty-four of the complaint, defendant is
14 without sufficient knowledge or information to form a belief as to the truth of the allegations
15 contained in said paragraph, and on that basis, denies each and every allegation contained
16 therein, and to the extent this paragraph again incorporates reference to alleged
17 "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of the
18 liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
19 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
20 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
21 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
22 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
23 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
24 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
25 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
26 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
27 EXCHANGE DIVISION, and GRISCOM RUSSELL. Further, while defendant admits as to
28 the existence of the alleged alternate entities, defendant specifically denies, that it and/or its

1 alleged alternate entities were in any way involved in decedent's alleged asbestos exposure,
2 which exposure is alleged to have caused severe and permanent injury/death to decedent.

3 23. Responding to paragraph number twenty-five of the complaint, defendant denies
4 any tortious conduct and further denies it/its officers/directors/managing agents participated
5 in, authorized, expressly and impliedly ratified, had full knowledge of or should have known
6 the facts as alleged by decedent in the complaint and further denies generally that it is the
7 legal successor to all of the liabilities of alleged alternate entities of Viad Corp: ARMOUR
8 AND COMPANY, ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND
9 CORPORATION, G. ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111
10 CORPORATION, BALDWIN LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS,
11 LIMA-HAMILTON CORPORATION, LIMA LOCOMOTIVE WORKS,
12 BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN LIMA-HAMILTON
13 CORPORATION, BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY,
14 THE DIAL CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER,
15 INC., ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM
16 HEAT EXCHANGE DIVISION and GRISCOM RUSSELL.

17 24. Responding to paragraph number twenty-six of the complaint, defendant
18 denies each and every allegation contained therein, and to the extent this paragraph again
19 incorporates reference to alleged "ALTERNATE ENTITIES", defendant denies that it is the
20 legal successor to all of the liabilities of alleged alternate entities of Viad Corp: ARMOUR
21 AND COMPANY, ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND
22 CORPORATION, G. ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111
23 CORPORATION, BALDWIN LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS,
24 LIMA-HAMILTON CORPORATION, LIMA LOCOMOTIVE WORKS,
25 BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN LIMA-HAMILTON
26 CORPORATION, BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY,
27 THE DIAL CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER,
28 INC., ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM

1 HEAT EXCHANGE DIVISION and GRISCOM RUSSELL. Further, while defendant
2 admits as to the existence of the alleged alternate entities, defendant specifically denies, that
3 it is liable and/or otherwise owed/breached any duty and/or acted fraudulently, oppressively,
4 maliciously, and/or with each defendant's/alternate entities' officers/directors/managing
5 agents participating in, authorizing, expressly and impliedly ratifying, and/or had full
6 knowledge of or should have known of the acts of their alleged alternate entities.

7 25. Responding to paragraph number twenty-seven of the complaint, defendant
8 denies each and every allegation contained therein, and to the extent this paragraph again
9 incorporates reference to alleged "ALTERNATE ENTITIES", defendant denies that it is the
10 legal successor to all of the liabilities of alleged alternate entities of Viad Corp: ARMOUR
11 AND COMPANY, ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND
12 CORPORATION, G. ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111
13 CORPORATION, BALDWIN LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS,
14 LIMA-HAMILTON CORPORATION, LIMA LOCOMOTIVE WORKS,
15 BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN LIMA-HAMILTON
16 CORPORATION, BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY,
17 THE DIAL CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER,
18 INC., ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM
19 HEAT EXCHANGE DIVISION and GRISCOM RUSSELL. Further, while defendant
20 admits as to the existence of the alleged alternate entities, defendant specifically denies, that
21 it is liable and/or acted fraudulently, oppressively, maliciously, or in any despicable or
22 willful or outrageous or with conscious or reckless disregard and indifference to safety,
23 health, and rights of exposed persons/decedents, and/or with each defendant's/alternate
24 entity's officers/directors/managing agents participating in, authorizing, expressly and
25 impliedly ratifying, and/or having full knowledge of or should have known of the acts of
26 their alleged alternate entities.

1 26. To the extent paragraph twenty-eight merely incorporates by reference all prior
2 paragraphs of the complaint, defendant likewise incorporates by reference paragraphs 1-27
3 herein, and is otherwise without sufficient knowledge or information to form a belief as to
4 the truth of the allegations contained in said paragraph, and on that basis, denies each and
5 every allegation contained therein.

6 27. Responding to paragraph number twenty-nine of the complaint, defendant
7 denies each and every allegation contained therein concerning alleged knowledge and intent
8 that any alleged asbestos containing products would be used by purchase without inspection
9 and/or knowledge of hazards. To the extent this paragraph again incorporates reference to
10 alleged "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of
11 the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
12 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
13 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
14 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
15 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
16 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
17 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
18 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
19 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
20 EXCHANGE DIVISION, and GRISCOM RUSSELL.

21 28. Responding to paragraph number thirty of the complaint, defendant denies each
22 and every allegation contained therein to the extent the paragraph alleges any alleged
23 products were defective and/or unsafe at the time they left possession of this responding
24 defendant and/or its alleged alternate entities, and otherwise is without sufficient knowledge
25 or information to form a belief as to the truth of the allegations contained in said paragraph,
26 and on that basis, denies each and every allegation contained therein. To the extent this
27 paragraph again incorporates reference to alleged "ALTERNATE ENTITIES", defendant
28 denies that it is the legal successor to all of the liabilities of alleged alternate entities of Viad

1 Corp: ARMOUR AND COMPANY, ARMOUR & CO., ARMOUR & COMPANY, THE
 2 GREYHOUND CORPORATION, G. ARMOUR ARIZONA COMPANY, ARIZONA
 3 DIAL, 111 CORPORATION, BALDWIN LOCOMOTIVES, BALDWIN LOCOMOTIVE
 4 WORKS, LIMA-HAMILTON CORPORATION, LIMA LOCOMOTIVE WORKS,
 5 BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN LIMA-HAMILTON
 6 CORPORATION, BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY,
 7 THE DIAL CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER,
 8 INC., ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM
 9 HEAT EXCHANGE DIVISION and GRISCOM RUSSELL.

10 29. Responding to paragraph number thirty-one of the complaint, defendant
 11 denies each and every allegation contained therein, denies that it and/or its alleged alternate
 12 entities engaged in any complained of conduct (including issues relating to alleged failure to
 13 warn), and otherwise is without sufficient knowledge or information to form a belief as to
 14 the truth of the allegations contained in said paragraph, and on that basis, denies each and
 15 every allegation contained therein. To the extent this paragraph again incorporates reference
 16 to alleged "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all
 17 of the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
 18 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
 19 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
 20 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
 21 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
 22 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
 23 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
 24 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
 25 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
 26 EXCHANGE DIVISION and GRISCOM RUSSELL.

27 30. Responding to paragraph number thirty-two, thirty three, thirty four, and
 28 thirty-five of the complaint, defendant denies that it and/or its alleged alternate entities

engaged in any of the complained of conduct, denies each and every allegation contained therein, and specifically denies defendant and/or its alleged alternate entities had alleged knowledge regarding alleged asbestos containing products at the timeframe alleged; to the extent this paragraph again incorporates reference to alleged "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY, ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G. ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION, BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC., ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT EXCHANGE DIVISION and GRISCOM RUSSELL. Further, while defendant admits as to the existence of the alleged alternate entities, defendant specifically denies, that it is liable (and/or otherwise owed/breached any duty and/or engaged in any misrepresentation (implied or otherwise), and/or engaged in any concealment with regard to any alleged knowledge of said asbestos risk(s), and/or had any knowledge generally of any alleged risk(s) as set forth therein), and/or acted from financial motivation and in conscious disregard of the safety of any exposed persons. Defendant denies further any liability for any alleged tortious conduct of each alleged alternate entity.

31. Responding to paragraph number thirty-six of the complaint, defendant denies each and every allegation contained therein; to the extent this paragraph again incorporates reference to alleged "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of the liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY, ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G. ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS,

1 LIMA-HAMILTON CORPORATION, LIMA LOCOMOTIVE WORKS,
 2 BALDWIN-LIMA-HAMILTON CORPORATION, BALDWIN LIMA-HAMILTON
 3 CORPORATION, BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY,
 4 THE DIAL CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER,
 5 INC., ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM
 6 HEAT EXCHANGE DIVISION, and GRISCOM RUSSELL. Further, while defendant
 7 admits as to the existence of the alleged alternate entities, defendant specifically denies, that
 8 it and/or its alleged alternate entity is liable (and/or otherwise owed/breached any duty
 9 and/or made any implied warranties, and/or had knowledge of any alleged risk(s) referred
 10 to.)

11 32. Responding to paragraph number thirty-seven of the complaint, defendant
 12 denies it and/or its alleged alternate entities engaged in any of the complained of conduct,
 13 denies each and every allegation contained therein, including allegations of alleged implied
 14 warranties, and to the extent this paragraph again incorporates reference to alleged
 15 "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of the
 16 liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
 17 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
 18 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
 19 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
 20 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
 21 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
 22 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
 23 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
 24 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
 25 EXCHANGE DIVISION and GRISCOM RUSSELL.

26 33. Responding to paragraph number thirty-eight of the complaint, defendant
 27 denies each and every allegation contained therein.

28 34. To the extent paragraph thirty-nine merely incorporates by reference all prior

1 paragraphs of the complaint, defendant likewise incorporates by reference paragraphs 1-38
2 herein, and is otherwise without sufficient knowledge or information to form a belief as to
3 the truth of the allegations contained in said paragraph, and on that basis, denies each and
4 every allegation contained therein.

5 35. Responding to paragraph number forty of the complaint, defendant is
6 without sufficient knowledge or information to form a belief as to the truth of the allegations
7 contained in said paragraph, and on that basis, denies each and every allegation contained
8 therein.

9 36. Responding to paragraph number forty-one of the complaint, defendant is
10 without sufficient knowledge or information to form a belief as to the truth of the allegations
11 contained in said paragraph, and on that basis, denies each and every allegation contained
12 therein.

13 37. Responding to paragraph number forty-two of the complaint, defendant
14 denies each and every allegation contained therein, denies that it and/or its alleged alternate
15 entities engaged in any of complained of conduct and/or played any causal role in
16 decedent's death, and to the extent this paragraph again incorporates reference to alleged
17 "ALTERNATE ENTITIES", defendant denies that it is the legal successor to all of the
18 liabilities of alleged alternate entities of Viad Corp: ARMOUR AND COMPANY,
19 ARMOUR & CO., ARMOUR & COMPANY, THE GREYHOUND CORPORATION, G.
20 ARMOUR ARIZONA COMPANY, ARIZONA DIAL, 111 CORPORATION, BALDWIN
21 LOCOMOTIVES, BALDWIN LOCOMOTIVE WORKS, LIMA-HAMILTON
22 CORPORATION, LIMA LOCOMOTIVE WORKS, BALDWIN-LIMA-HAMILTON
23 CORPORATION, BALDWIN LIMA-HAMILTON CORPORATION,
24 BALDWIN-LESSING-HAMILTON, THE MIDVALE COMPANY, THE DIAL
25 CORPORATION, THE NEW DIAL CORPORATION, ALSTOM POWER, INC.,
26 ECOLAIRE HEAT TRANSFER, INC. HEAT EXCHANGE DIVISION, ALSTOM HEAT
27 EXCHANGE DIVISION and GRISCOM RUSSELL.
28

1 38. Responding to paragraph number forty-three of the complaint, defendant is
2 without sufficient knowledge or information to form a belief as to the truth of the allegations
3 contained in said paragraph, and on that basis, denies each and every allegation contained
4 therein.

5 39. Responding to paragraph number forty-four of the complaint, defendant is
6 without sufficient knowledge or information to form a belief as to the truth of the allegations
7 contained in said paragraph, and on that basis, denies each and every allegation contained
8 therein.

9 40. Responding to paragraph number forty-five of the complaint, defendant is
10 without sufficient knowledge or information to form a belief as to the truth of the allegations
11 contained in said paragraph, and on that basis, denies each and every allegation contained
12 therein.

13 41. To the extent paragraph forty-six merely incorporates by reference all prior
14 paragraphs of the complaint, defendant likewise incorporates by reference paragraphs 1-45
15 herein, and is otherwise without sufficient knowledge or information to form a belief as to
16 the truth of the allegations contained in said paragraph, and on that basis, denies each and
17 every allegation contained therein.

18 42. Responding to paragraph number forty-seven of the complaint, defendant
19 denies each and every allegation contained therein, and denies that it and/or its alleged
20 alternate entities engaged in any of the complained of conduct sought to be incorporated by
21 reference into this paragraph.

22 43. Responding to plaintiffs' prayer for relief, defendant denies any entitlement
23 on the part of plaintiffs to any damages (general, punitive, income loss related, or otherwise)
24 and defendant further asserts that no specific cause of action for fraud is alleged, and
25 therefore, defendant denies that any "fraud" took place, and that any damages resulted from
26 any act of fraud.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The complaint fails to state facts sufficient to constitute any cause of action against this answering defendant.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the statute of limitations, including, but not limited to, California Code of Civil Procedure §§338 sub. div. a, 340, 340.2, 343 and 337.

THIRD AFFIRMATIVE DEFENSE

The complaint does not state facts sufficient to justify an award of punitive damages. The imposition of punitive damages as sought by plaintiffs would violate the rights of the defendant under the Constitution of the United States and other potentially applicable State Constitutions, and at common law, in that:

a) An award of punitive damages would violate the rights of the defendant to due process and equal protection of the laws, as guaranteed by the United States Constitution and its Fourteenth Amendment, and similar protection afforded by other potentially applicable State Constitutions.

b) Applicable State law provides no Constitutionally adequate or meaningful standards to guide a jury in imposing a punitive award, or to give the public, including the defendants, a reasonable and Constitutionally required notice of the manner of conduct which may submit it to such a sanction. As scienter is an indispensable element of a charge of such conduct, the defendant should not be subjected to the risk of punishment for an alleged offense as to which scienter is impossible as there are no ascertainable standards to apply other than the whim of a jury.

c) Applicable State law leaves the determination of the fact and amount of punitive damages to the arbitrary discretion of the trier of fact, without providing adequate or meaningful limits to the exercise of that discretion. This constitutes a taking without due process of law.

d) No provision of the applicable State law provides adequate procedural

1 safeguards consistent with the criteria set forth in *Mathews v. Eldridge*, 424 US 319 (1976)
2 for the imposition of a punitive award.

3 e) The right of the defendants to due process of law would be violated were
4 Plaintiffs to be permitted to pursue recovery against the defendant based upon strict liability
5 claims which focus on the condition of the product while simultaneously pursuing claims for
6 punitive damages that focus on the conduct of the defendant, since exculpatory evidence of
7 reasonable conduct may otherwise be inadmissible in a strict liability case.

8 f) The concept of punitive damages whereby an award is made to a private
9 plaintiff, not as compensation, but as a windfall incident to the punishment of a defendant,
10 represents a taking of property without due process of law.

11 g) Punitive damages are quasi-criminal in nature, application of the discovery
12 provisions of the Code of Civil Procedure would be inappropriate as those rules are not
13 intended to apply to a criminal proceeding. The defendants, therefore, request that the court
14 limit any discovery requests which relate in any way to plaintiffs' requests for punitive
15 damages to that type of discovery which is permitted to be taken from a criminal defendant
16 pursuant to the applicable Code of Civil Procedure.

17 **FOURTH AFFIRMATIVE DEFENSE**

18 This answering defendant alleges that the complaint does not state facts sufficient to
19 justify "market share" liability as to the defendant.

20 **FIFTH AFFIRMATIVE DEFENSE**

21 Any injuries or damages alleged in this action proximately resulted from the
22 negligence and careless conduct of employers of the person injured. The recovery of
23 damages herein, if any, is barred or diminished to the extent worker's compensation benefits
24 have been or will be paid to such employee or heirs by any employer.

25 **SIXTH AFFIRMATIVE DEFENSE**

26 Plaintiffs' claims are barred by the Doctrines of Estoppel and/or Res Judicata.
27
28

SEVENTH AFFIRMATIVE DEFENSE

At all times denying the allegations of plaintiffs' complaint, defendant is informed and believe, and based upon said information and belief alleges, that decedent voluntarily and knowingly assumed the alleged risks and alleged hazards incident to the alleged operations, acts and conduct at the times and places alleged in the complaint, and that decedents' acts proximately caused and contributed to the alleged injuries and damages, if any such injuries or damages there were, or are.

EIGHTH AFFIRMATIVE DEFENSE

The damages allegedly sustained by plaintiffs, if any, were caused solely by the negligence or other legal fault of persons, including decedent, other than this answering defendant. If defendant is in any way negligent or otherwise legally responsible, any damages to which plaintiffs would otherwise be entitled should be reduced in proportion to the amount of negligence or legal fault attributable to plaintiffs and other persons in causing plaintiffs' injuries.

NINTH AFFIRMATIVE DEFENSE

Decedent failed to mitigate his alleged damages, if any there were.

TENTH AFFIRMATIVE DEFENSE

This answering defendant received no notice of any dangerous, hazardous or defective condition or any breach of warranty, either express or implied.

ELEVENTH AFFIRMATIVE DEFENSE

Defendant did commit the alleged acts with any of the alleged products which plaintiff alleges caused the injuries set forth in the complaint.

TWELFTH AFFIRMATIVE DEFENSE

If the products alleged in the complaint are found to have caused decedent's injury, which injury defendant expressly denies, such products were stored, maintained, exposed, manufactured, supplied and/or distributed by others, and not defendant or the alleged alternate entities in a manner consistent with the state of the art applicable at the time.

1 THIRTEENTH AFFIRMATIVE DEFENSE

2 At all times relevant to the alleged conditions, conduct or injuries, decedent had or
3 should have had notice and knowledge of the risks and dangers, if any, associated with such
4 conditions, conduct and injuries as any such risk or danger was open, obvious and apparent
5 to decedent, and that he appreciated the danger or risk, and voluntarily assumed any such
6 danger or risk.

7 FOURTEENTH AFFIRMATIVE DEFENSE

8 Defendant had no duty to know about, protect against or warn of any alleged risk of
9 harm from exposure to asbestos under the state of scientific and medical knowledge at the
10 applicable time.

11 FIFTEENTH AFFIRMATIVE DEFENSE

12 Plaintiffs' claims are barred by the Doctrine of Laches.

13 SIXTEENTH AFFIRMATIVE DEFENSE

14 The applicable punitive damages statutes are unconstitutional because they violate
15 the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

16 SEVENTEENTH AFFIRMATIVE DEFENSE

17 Plaintiffs' claims for punitive damages are barred by the Due Process Clause of
18 Article 1, Section 7 and the Excessive Fines Clause of Article 1, Section 17 of the
19 Constitution of the State of California.

20 EIGHTEENTH AFFIRMATIVE DEFENSE

21 Plaintiffs' claims are barred by the Doctrine of Waiver.

22 NINETEENTH AFFIRMATIVE DEFENSE

23 Defendant is protected from the allegations brought in plaintiffs' complaint by virtue
24 of the Worker's Compensation Exclusive Remedy Doctrine of California Labor Code
25 section 3600, et seq.

26 TWENTIETH AFFIRMATIVE DEFENSE

27 Plaintiffs' claims are barred by the decedent's implied assumption of the risks and
28 dangers, if any, associated with the alleged conditions, conduct or injuries set forth in

1 plaintiffs' complaint.

2 TWENTY-FIRST AFFIRMATIVE DEFENSE

3 The actions of this answering defendant were in conformity with the state of the
4 medical, industrial and scientific arts, such that there was no duty to warn decedent and/or
5 plaintiff under the circumstances, or to such an extent such a duty arose, defendant provided
6 adequate warnings, labels and/or instructions concerning the conditions or products in
7 question. If those warnings, labels and/or instructions were not heeded, it is the fault of
8 others and not of this answering defendant.

9 TWENTY-SECOND AFFIRMATIVE DEFENSE

10 This answering defendant made no representations to decedent. To the extent that
11 the alleged representations were made, they were made by persons and/or parties other than
12 this answering defendant.

13 TWENTY-THIRD AFFIRMATIVE DEFENSE

14 To the extent that any of the alleged representations were made to decedent, they
15 were not made with the intent to defraud or deceive decedent or to induce him to engage in
16 any alleged conduct.

17
18 TWENTY-FOURTH AFFIRMATIVE DEFENSE

19 Decedent did not rely on any other representations made by this answering
20 defendant. To the extent that the decedent did rely on any alleged representations, such
21 reliance was unjustified.

22 TWENTY-FIFTH AFFIRMATIVE DEFENSE

23 This answering defendant concealed no material facts nor made no affirmative
24 misrepresentation of fact to decedent. To the extent that any fact or facts were concealed
25 from plaintiff, such concealment was not made with the intent to defraud, deceive, or
26 mislead decedent to induce him to engage in any alleged conduct.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

This answering defendant denies that it is liable for any acts, conduct, omissions or products of any alleged predecessor entity.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

The decedents' injuries and damages, if any, resulted from the failure of decedent to use the safety equipment and/or safety precautions which may have been provided, warned of, or made available to him.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Defendant is entitled to a set-off from any and all sums recovered by or on behalf of the plaintiffs by way of any settlement, judgment, or otherwise which were or entered into or received by plaintiffs from any party or non-party to this action.

TWENTY-NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the Doctrine of Release.

THIRTIETH AFFIRMATIVE DEFENSE

This answering defendant had no "actual knowledge" of the existence of a dangerous condition on any premises in question; that decedent had contracted an asbestos-related disease; that decedent was exposed to asbestos; or that friable asbestos existed on the premises.

THIRTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are preempted by federal law.

THIRTY-SECOND AFFIRMATIVE DEFENSE

This answering defendant is immune from liability by way of the military contractor defense.

THIRTY-THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred for failure to join necessary parties to this action.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrine of exclusive concurrent jurisdiction.

1 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

2 Plaintiffs have failed to join all persons and parties needed for a just adjudication of
 3 this action. Furthermore, plaintiffs are improperly joined in that plaintiffs ESTELA
 4 CARCALLAS, as Wrongful Death Heir, and as Successor-in-Interest to FABIAN
 5 CARCALLAS, Deceased; and FABIAN CARCALLAS III, OLIVER CARCALLAS, as
 6 Legal Heirs of FABIAN CARCALLAS, Deceased, and PEGGY HOTT, Wrongful Death
 7 Heir, and as Successor-in-Interest to VIRGIL HOTT, Deceased, state no claims as against
 8 Viad and as such, plaintiffs' claims do not arise from the same transaction(s) or
 9 occurrence(s).

10 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

11 Defendant alleges that in accordance with section 1431.2 of the Civil Code known as
 12 the Fair Responsibility Act of 1986, that if plaintiffs' complaint states a cause of action,
 13 each defendant is liable, if at all, only for those noneconomic damages allocated to each in
 14 direct proportion to each defendant's percentage of fault, if any. VIAD requests a judicial
 15 determination of the amount of non-economic damages, if any. VIAD also requests a
 16 judicial determination of the amount of non-economic damages, if any, allocated to VIAD in
 17 direct proportion to VIAD'S percentage of fault, if any, and a separate judgment in
 18 conformance therewith.

19 **OTHER DEFENSES**

20 This answering defendant reserves the right to allege other affirmative defenses as
 21 they may become known during the course of discovery, and hereby specifically reserves its
 22 rights to amend its answer to allege said affirmative defenses at such time as they become
 23 known.

24 WHEREFORE, this answering defendant prays as follows:

- 25 1. That plaintiffs take nothing by their complaint;
- 26 2. For costs of suit incurred herein;
- 27 3. For reasonable attorney's fees; and
- 28 4. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Defendant VIAD hereby demands trial by jury.

Dated: August 6, 2008

CHARTER DAVIS, LLP

By: /s/Whitney A. Davis
Whitney A. Davis
Attorneys for Defendant VIAD CORP,
individually and as Alleged
Successor-in-Interest to Griscom-Russell
Company

CASE NAME: Shirley Cronin v. Todd Shipyards, et al
CASE NUMBER: USDC Northern District of California No: CV083274 MMC

PROOF OF SERVICE

I am a citizen of the United States and am employed in the County of Sacramento. I am over the age of 18 years and not a party to the within cause; my business address is 1730 I Street, Suite 240, Sacramento, California 95814.

On the date below, I served the within

**ANSWER OF VIAD CORP TO COMPLAINT FOR SURVIVAL WRONGFUL DEATH-
ASBESTOS - DEMAND FOR JURY TRIAL**

on the parties in this cause as follows:

[X] VIA ELECTRONIC SERVICE: Complying with General Order 45, my electronic business address is scl@charter-davis.com, and I caused such document(s) to be electronically served through the Pacer File & Serve system for the above-entitled case to the parties on the Service List maintained on Pacer File & Serve Website for this case. The file transmission was reported as complete and a copy of the Pacer File and Serve Receipt will be maintained with the original document(s) in our office.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on August 11, 2008, at Sacramento, California.


SUSAN C. LEON

PROOF OF SERVICE